

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF SAN LUIS OBISPO  
AND  
THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
COUNTY OF SAN LUIS OBISPO**

This Memorandum of Understanding (MOU) is entered into by and between the Superior Court of California, County of San Luis Obispo ("Court"), and the Sheriff's Office for the County of San Luis Obispo ("Sheriff"), effective July 1, 2013. The Sheriff and the Court are herein referred to jointly as the "Parties".

WHEREAS, the State of California has fiscal responsibility for Court operations pursuant to Government code 77003 and California Rule of Court 10.810; and

WHEREAS, pursuant to Government Code 69920 *et seq.* the Court may enter into an agreement with the Sheriff's Office regarding the provision of Court security services; and

WHEREAS, the transfer of fiscal responsibility to the state has impacted the operational relationship between the Court and the Sheriff so that it is necessary for the Parties to agree upon certain standards, procedures, and responsibilities which will govern their operational interdependency; and

WHEREAS, in the interest of maintaining a safe and neutral environment for the citizens of this county, and for all courthouse employees and for those who have business with the Courts, the Parties desire to enter into this MOU.

**1. TERM**

**1.1 Effective Date**

This MOU shall be effective July 1, 2013 and in full force and effect until terminated as set forth in section 1.3 herein.

**1.2 Retroactivity**

As a matter of convenience to the Parties, this MOU may be approved retroactively by joint consent of the Parties.

**1.3 Termination**

In the event either Party elects to terminate this MOU, written notice shall be given. The effective date of such termination shall not be less than six (6) months from the date of written notice unless mutually agreed to by both Parties.

## **2. NOTICES**

Any notices required or desired to be served by either Party upon the other shall be addressed to the respective Parties or their successors as set forth below:

Sheriff: Sheriff Ian Parkinson  
San Luis Obispo County Sheriff  
1585 Kansas Avenue  
San Luis Obispo, CA 93405

Court: Presiding Judge Barry T. LaBarbera  
Superior Court of California  
County of San Luis Obispo  
1035 Palm Street, Room 385  
San Luis Obispo, CA 93408

Court Executive Officer Susan Matherly  
Superior Court of California  
County of San Luis Obispo  
1035 Palm Street, Room 385  
San Luis Obispo, CA 93408

## **3. SCOPE OF SERVICE**

### **3.1 Court Security/Entry Screening**

During the term of this MOU, the Sheriff will provide in-court security for judicial officers as outlined in the Law Enforcement Security Plan. Examples of such actions include, but are not limited to, searches of persons and property entering court facilities, control of persons in custody while in court facilities, enforcement of judges' directives in the courtroom and other actions or services traditionally associated with the duties of court security. The Sheriff will retain control of defendants in the courtroom who are currently being housed at the San Luis Obispo County Jail and all persons remanded to the custody of the Sheriff. The Sheriff will provide security in accordance with the provisions of the Court Security Plan. (See section 3.6).

### **3.2 Employment Status**

The management, direction and supervision of court security services and public safety protection, standards of performance, discipline of deputies, and other matters incident to the performance of such services shall remain with the Sheriff. The Sheriff shall be the appointing authority of personnel provided to Court by this MOU. The Court acknowledges the Sheriff's current policy is to move personnel on an operational need basis. That policy may vary from time to time in an effort to maintain necessary flexibility in providing quality staff to Court.

The Sheriff acknowledges that Court requires standards of performance, which demonstrate professional excellence in the execution of duties, interpersonal relations

with Court employees, and all persons utilizing the services of the Court. Court shall be provided an opportunity to provide input into the performance evaluation of those assigned as bailiffs.

### **3.3 Mutual Indemnification.**

The County of San Luis Obispo ("County") shall defend, indemnify and hold harmless the Court, its agents, officers, officials, employees and volunteers, for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this MOU by County.

Court shall defend, indemnify and hold harmless County, its agents, officers, officials, employees and volunteers for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this MOU by Court.

### **3.4 Dispute Resolution.**

The Court Executive Officer and the Sheriff or his/her designee, shall first jointly consider disputes between the Sheriff and the Court in connection with any matter relating to the terms or provisions of this MOU. If the matter thereafter remains unresolved, it shall be referred to the Presiding Judge and the Sheriff for resolution of the dispute.

### **3.5 Labor Shortage.**

In the event of a work slow-down or any other form of job action by those individuals assigned to Court security, Sheriff agrees to provide only that minimal level of service agreed to by the Court and Sheriff.

### **3.6 Court Security Plan.**

The Sheriff, in conjunction with the Presiding Judge, shall develop an annual or multiyear comprehensive Court Security Plan that includes the mutually agreed upon Law Enforcement Security Plan to be utilized by the Court. The Law Enforcement Security Plan is prepared, each year, by the Sheriff at his/her department's cost. The Law Enforcement Security Plan must include the policies and procedures for providing public safety and law enforcement services to the Court.

Sheriff will prepare the aforementioned Court Security Plan, which shall cover all Court facilities in the County. The plan will be presented to the Presiding Judge and Court Executive Officer in January of each year. If the Court elects to have revisions to the plan, the Parties shall meet on or before April 30 to make necessary adjustments to the plan. By July 1 of each year, the Sheriff will begin implementation of the approved plan unless the Court and the Sheriff agree to another date in writing.

**The current Court Security Plan is attached hereto as Attachment A.**

#### **4. LEVEL OF SERVICE**

**4.1** Sheriff agrees to provide service under this MOU at the level that is reimbursed by the State of California. Sheriff reserves the right to reduce the level of service to the level supported by the state court security budget.

#### **4.2 Security Personnel Leave Time**

In the event a Sheriff's employee assigned to Court is absent and the Court requires replacement staffing, consistent with section 3.2, Sheriff will make a diligent effort to provide replacement staff for Court security services, and will make best efforts to deploy existing Court deputies to cover absences in a manner which will assist in minimizing costs.

#### **4.3 Additional Security Services.**

In the event Court requests additional security services from Sheriff, which may include but is not limited to security enhancements caused by high publicity and multiple defendant cases, threats to judicial officers or Court personnel, ceremonial services, sequestering of juries, or after-hour Court sessions, Sheriff agrees to provide these services to the extent practicable with existing resources and within the constraints of section 4.1. Should the Sheriff be unable to provide additional security services within budgetary constraints, prompt notice will be provided to Court so that alternative funding may be pursued.

#### **4.4 Courthouse Entrance Screening.**

County currently provides entrance screening through a separate agreement. Staffing levels and hours of service under the entrance screening agreement shall be at the discretion of County, consistent with the level of reimbursement supported by the state.

#### **5. EQUIPMENT**

#### **5.1 Court Equipment.**

The Court and the sheriff acknowledge that all perimeter security screening equipment, including but not limited to x-ray machines, magnetometers, metal detection wands, etc., shall be purchased and maintained by the Court and are the property of the Court.

#### **5.2 Equipment Recommendations.**

The Sheriff shall be consulted prior to the purchase of any safety/security equipment. The Sheriff shall be responsible for researching and recommending appropriate safety/security equipment to be utilized by the Court. The Sheriff reserves the right to determine what safety equipment will be utilized by the deputies assigned to the Court.

### **5.3 New Cost Items.**

New cost items, which may include but are not limited to the addition of judicial officers, the assignment of pro tem, visiting or temporarily assigned bench officers, implementation of additional entry screening, the construction of new Court facilities, the addition of courtrooms to the existing courthouse, new or replacement security equipment associated with new judgeships, or other operational changes that require providing security to more than the current complement of 15 judicial officers, and other security enhancements shall be the responsibility of the Court. Security for new cost items that are not the responsibility of the Court shall be provided by Sheriff within the constraints of section 4.1. Should the Sheriff be unable to provide new cost items within budgetary constraints, prompt notice will be provided to Court so that alternative funding may be pursued.

## **6. ENTIRE AGREEMENT/AMENDMENTS**

This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior agreements and understandings, oral or written, in connection herewith.

This MOU represents the entire understanding between the Court and the Sheriff. No prior oral or written understanding shall be of any force or effect. No addition or alteration of the terms of this MOU shall be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by the Parties hereto. Either Party may propose an amendment of this MOU by providing written notice to the other Party at least ninety (90) days prior to the effective date of the proposed amendment.

The failure of either Party to insist on strict compliance with any provision of the MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance of either Party of either performance or payment shall not be considered to be a waiver of any prior breach of the MOU by the other Party.

## **8. SEVERABILITY**

If any term or provision of this MOU or application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the MOU or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this MOU shall be valid and enforced to the fullest extent permitted by law.

//

//

//

By: \_\_\_\_\_  
Hon. Barry T. LaBarbera  
Presiding Judge

Date: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Susan Matherly  
Court Executive Officer

Date: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Ian Parkinson, Sheriff

Date: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Chairman of the  
Board of Supervisors

Date: \_\_\_\_\_, 2013

APPROVED AS TO FORM  
AND LEGAL EFFECT:

RITA NEAL  
County Counsel

By:   
Deputy County Counsel

Date: April 24, 2013

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**EXHIBIT A**

**COURT SECURITY PLAN  
FOR  
FISCAL YEAR 2013-2014**

## Court Security Plan -- Fiscal Year 2013-2014

---

The Sheriff will provide bailiff services for each judicial officer of the San Luis Obispo Superior Court while on the bench and for meetings in chambers. A full-time sergeant and commander will supervise bailiffs and coordinate with court personnel to ensure necessary courtroom coverage. The bailiff function shall be staffed by one (1) commander, one (1) sergeant and fifteen (15) bailiffs.

Court staff will notify the Sheriff's Civil Division sergeant or commander when planned periods of dark courtrooms occur to permit the Sheriff to reassign personnel to other duties if possible.

The Sheriff will provide correctional staff to supervise defendants in the holding cells and in the courtroom during regular court operational hours. This correctional function shall be staffed by one (1) Correctional sergeant and seven (7) correctional Deputies.

The holding cells shall be supervised at all times by two (2) correctional officers unless the cells are vacant. A female officer, either a correctional or deputy sheriff, must be available if there are any female inmates present.

The Sheriff will provide supplemental court security personnel or services as requested by the Court. Additional services may include, but are not limited to, the staffing of additional courtrooms not listed in the list of court facilities, additional security for high risk trials, or any special events that require security planning.

The Sheriff, through contract with Guardsmark, Inc., will provide uniformed security services to staff the screening stations located in the Courthouse Annex, Paso Robles Courthouse and Juvenile Services Center.

Requests for additional services may be made to the Civil Division sergeant or commander by the Presiding Judge, or Court CEO. The Court agrees to provide the Sheriff with as much advance notice as possible regarding requests for Additional Services.